

**IDAHO TRANSPORTATION DEPARTMENT  
REQUEST FOR BID**

**ITD REQUISITION # J-001340**

**Orchard Underground Storage Tank  
Dispenser Installation and Fuel Equipment Relocation**

August 31, 2006

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION #: J-001340**

**ALL sealed bids must be received by 5:00 pm on October 2, 2006. Sealed bids will be opened at 10:30 am on October 3, 2006** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for removal of existing above ground storage tank and installation of underground storage tank as per the specifications contained in the above requisition.

Contact Tina Klamt, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

**FOR BID RESULTS, PLAN HOLDERS LIST VISIT:**

**<http://itd.idaho.gov/business/business.htm>**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Requisition #: J-001340  
Bid Close Date: October 2, 2006 5:00 PM  
Bid Open Date: October 3, 2006 10:30 AM  
Item Bidding: Orchard AST Removal and UST Installation**

**Mailing Address**

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

## Table of Contents

### REQUEST FOR BID

#### TABLE OF CONTENTS

<b>I. SCOPE OF WORK .....</b>	<b>1</b>
1.0 SUMMARY SCOPE OF WORK .....	1
2.0 SCOPE OF WORK .....	1
2.1 EQUIPMENT REMOVAL .....	2
2.2 FUEL ISLAND.....	3
2.3 STATIONARY UST SPLIT TANK INSTALLATION .....	3
2.3.1 SUBMITTALS .....	4
2.3.2 MANUFACTURER'S SERVICES .....	4
2.3.3 STANDARDS, SPECIFICATION AND CODES .....	4
2.3.4 QUALIFICATIONS.....	4
2.3.5 TANK HANDLING AND STORAGE REQUIREMENTS .....	4
2.3.6 TANK SPECIFICATIONS .....	5
2.3.7 UNCLASSIFIED EXCAVATION .....	7
2.3.8 TANK INSTALLATION .....	8
2.3.9 BACKFILL REQUIREMENTS.....	9
2.3.10 PIPING FOR UNDERGROUND SYSTEM .....	10
2.3.11 PIPE TRENCH BACKFILL .....	13
2.3.12 TESTING OF PIPING .....	14
2.4 SUCTION TYPE FUEL DISPENSER.....	15
2.5 CONDUIT AND ELECTRICAL .....	15
<b>II. PROPOSAL GUIDELINES .....</b>	<b>15</b>
1 PERFORMANCE .....	15
2 BIDDING REQUIREMENTS AND CONDITIONS .....	16
3 IRREGULAR PROPOSALS .....	16
4 PROPOSAL QUARANTY / SURETY BOND REQUIREMENT .....	16
5 DISQUALIFICATION OF BIDDERS.....	17
6 CONSIDERATION OF PROPOSALS .....	17
7 EXECUTION / AWARD OF THE CONTRACT .....	17
8 FAILURE TO EXECUTE CONTRACT .....	18
9 RETURN OF PROPOSAL GUARANTY .....	18
10 METHOD OF CONTRACT AWARD .....	18
<b>III. TERMS AND CONDITIONS .....</b>	<b>18</b>
1 CONTRACT TERM .....	18
2 PAYMENT REQUIREMENTS .....	18
3 CHANGES.....	18
4 CLAIMS FOR ADJUSTMENT AND DISPUTES.....	19
5 COMPLIANCE .....	19
6 TERMINATION.....	19
7 INDEMNIFICATION .....	19
8 INSURANCE REQUIREMENTS .....	20
9 TITLE VI ASSURANCES.....	21
<b>ATTACHMENTS/FORMS/EXHIBITS</b>	
FAX BACK	
SIGNATURE PAGE	
BID PROPOSAL	
DOMICILE	
CONTRACTORS AFFIDAVIT	
SPECIAL PROVISIONS – STATE AID	
BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST	

BID SCHEDULE

**IDAHO TRANSPORTATION DEPARTMENT  
REQUEST FOR BID**

**ITD REQUISITION # J-001340**

**Item 1: Orchard Underground Storage Tank  
Item 2: Dispenser Installation and Fuel Equipment Relocation**

**1.0 SCOPE OF WORK**

**1.1 SUMMARY SCOPE OF WORK**

The scope of work consists of removal of existing above ground storage tank (AST), existing fuel dispenser and card reader, demolition of existing concrete pad and the supply and installation of an underground fuel storage tank (UST) for gasoline and biodiesel and a dispenser for gasoline including all piping and associated electrical conduit, wiring and communication cable. ITD currently has an AST fuel storage and dispensing system for biodiesel at the Orchard Maintenance facility. The bid includes supply and installation of a dispenser for gasoline and relocation of the existing biodiesel dispenser and associated fuel site equipment. This document provides detailed information regarding AST removal, UST and gasoline dispenser installation and relocation of the existing fuel island and components. Site location and contact information is also described.

**1.2 Mandatory Pre-Bid Walk Through**

A mandatory pre-bid walk through will be held at the Orchard Maintenance site on:  
**September 19, 2006 10:00 A.M.**

All fuel site plans and drawings will be available for review at pre-bid walk through.

**Location:** Orchard Maintenance facility - 5310 W Diamond St - Boise, ID

**1.3 Contact Information**

District 3 contact  
Dick Powell – 208-322-8348  
Cell- 208-830-3606

Maintenance site contact  
Steve Miller – 208-362-6183  
Cell- 208-830-3622

**2.0 SCOPE OF WORK**

The order of tasks to be completed for this project are as follows:

- Remove existing AST including strapping bonds used to anchor the tank to the concrete pad, tank monitor probes, floats, electrical and communication connections.
  - Existing Fuel Storage tank: 2000 gallon partitioned AST
  - Tank Monitoring equipment – TLS 350
- Remove existing fuel dispenser including hardware and electrical connecting dispensers to the tank and cardreader.
  - Dispenser to remove: 1 Gasboy model 9153 – biodiesel
- Remove existing cardreader including pedestal, hardware, communication and electrical connecting cardreader and dispenser.

- Existing Equipment: Cardreader – PetroVend w/ System 2 controller
- Demolish existing concrete pad.
- Install UST and piping.
  - Install necessary hardware, communication and electrical connections for new cardreader and dispensers on fuel island to distribute from UST.
  - Complete all electrical connection from dispensers to other equipment and fuel system components.
- Test fuel delivery system to ensure all functions are working properly.

## **2.1 EQUIPMENT REMOVAL**

### **2.1.1 AST SPLIT TANK**

This item shall consist of work necessary to remove existing fuel system. Contractor shall remove AST split tank and move the tank to a secure on-site location specified by the designated ITD contact person.

### **2.1.2 Fuel and Sludge Disposal**

The Contractor shall be responsible for proper disposal of all liquids removed from the tank in accordance with Federal, State and Local Regulations and approved by the designated ITD contact. The Contractor shall notify the ITD in writing of the exact handling and disposition of the waste material. It may be necessary to use a hand pump to remove the bottom few inches of product. Completion of product removal will be as defined by the designated ITD contact.

### **2.1.3 PSTF Notification**

The Contractor shall invite the Petroleum Storage Tank Fund representative 7 days prior to all tank closure activities including piping removal from the excavation. The PSTF shall be given the chance to survey the tank and piping prior to the removal of the tank and piping.

### **2.1.4 Fire Department Notifications**

The Contractor must contact the local fire department or fire district and acquire the necessary permits prior to start of removal operations. In the case of no local fire jurisdiction, the State Fire Marshall's office shall be notified.

### **2.1.5 Tank Removal**

Temporarily plug all tank openings, (one plug should have a 1/8" vent hole), remove the tank from footing and concrete pad. Place tank in a secure on-site location to be specified by the designated ITD contact person.

### **2.1.6 Tank Piping Removal**

All associated product piping and vent piping shall be removed and disposed of in accordance with Federal, State, and Local Regulations.

### **2.1.7 Tank Anchor Removal**

All strapping bonds used to anchor the tank to the concrete pad shall be removed and transported off-site as construction debris.

### **2.1.8 Tank Monitor Removal**

The Contractor must exercise extreme care while removing the existing tank monitor floats, probes, sensors and associated wiring and communications cable. This equipment will be installed and used with the UST to be installed as specified in this document.

#### **2.1.9 Fuel Dispenser Removal**

The Contractor is responsible for disconnecting all piping, wiring and communication cable from existing Gasboy mechanical fuel dispenser. Contractor must exercise caution while removing the existing dispenser as this equipment will be installed and used with the UST to be installed as specified in this document.

#### **2.1.10 Cardreader Removal**

The Contractor is responsible for disconnecting all wiring and communication cable from existing Petro Vend cardreader and pedestal including mounting hardware. Contractor must exercise caution while removing the existing cardreader and pedestal as this equipment will be installed and used with the UST to be installed as specified in this document.

### **2.2. FUEL ISLAND**

This item shall consist of material, labor and equipment necessary to construct a fuel island specified herein.

Fuel Island shall be constructed after piping work specified in this document has been installed and successfully tested. Fuel island shall be constructed to accommodate two Gasboy Mechanical model 9153 fuel dispensers (one supplied by Contractor and one supplied by Customer) and one PetroVend pedestal mount cardreader (supplied by Customer). Specific dimensions, location and construction details are included on site plans and drawings.

### **2.3 STATIONARY UST SPLIT TANK INSTALLATION**

This item shall consist of the work necessary to furnish, install, and test the underground storage tank and appurtenances specified herein.

#### **2.3.1 Submittals**

Upon contract award and prior to the beginning of this project, the Contractor shall submit the following specific information.

- a.** Four copies of shop drawings showing dimensions, openings, connections and construction details of the tank. Tank design data submitted shall include, but not be limited to:
  - Tank Dimension
  - Wall and Shell Thickness
  - Straight length and overall length
  - Tank opening sizes and locations
  - Construction details plainly identifying materials of construction
  - Preliminary design calculations including all loading conditions.
  - Description of quality assurance program to be utilized.
- b.** Interface information with accessories and attachments.
- c.** Operation and maintenance manuals.
- d.** Licensed Manufacturer's Certificate.

- e. A copy of the State, Local and Fire Permits required to install the stationary split tank.
- f. Certification(s) of test results, samples, proper installation, and State (DEQ) UST Technician certification.

### **2.3.2 Manufacturer's Services.**

The Contractor shall provide for and receive the services of a qualified manufacturer's representative for the gas/diesel tank. Manufacturers' Certificates of Proper Installation shall be received and acknowledged by the designated ITD contact person prior to startup.

The tank manufacturer's representative shall be present at the job site at least 1 man-day for inspection of the installation of the tank, functional testing, and certification that the tank has been installed and tested in accordance with the manufacturer's recommendations.

### **2.3.3 Standards, Specifications, and Codes**

Tanks and equipment shall be designed, fabricated, tested, inspected, delivered and installed in accordance with the latest issue of the following standards:

**Note:** *Items b, c, d, e and h below apply to tank manufacturing and installation appurtenances.*

*Items a, f, g, and h below apply during tank installation.*

- a. National Fire Protection Association (NFPA) Standard No. 30, and 329
- b. American Petroleum Institute (API):  
  
Recommended Practice 1615 "Installation of Underground Petroleum Storage Systems"  
  
Standard 650 "Welded Steel Tanks For Oil Storage"
- c. National Association of Corrosion Engineers: Standard No. RP-01-78 "Design, Fabrication, and Surface Finish of Metal Tanks and Vessels to be Lined for Chemical Immersion Service".
- d. Underwriters' Laboratories (UL) Standards: Specification 58 "Steel Underground Tanks for Flammable and Combustible Liquids."
- e. American National Standards Institute (ANSI) B16.5 Flange Dimensions.
- f. Occupational Safety and Health Act (OSHA) Standards for Safety.
- g. Uniform Fire Code, Article 79.
- h. Environmental Protection Agency, Code of Federal Regulations 40 CFR Parts 280 and 281.

### **2.3.4 Qualifications**

The tank manufacturer shall be licensed for the design and construction of the tank specified, and shall have furnished such similar size tanks for installations that have been in successful operation for a minimum of 3 years.

### **2.3.5 Tank Handling and Storage Requirements**

Handling and storage of the tank shall be in strict accordance with the manufacturer's printed

instructions. Care shall be taken not to damage the tank and the accessories.

- a. All material limits shall be constructed within a tolerance of 0.1 foot except where dimensions or grades are shown or specified as minimum. All grading shall be performed to maintain slopes and drainage as exist prior to construction. No reverse slopes shall be permitted.
- b. Factory Tests. Primary tank shall be factory tested at 5 psig internal air pressure with leak detection solution applied to all weld seams prior to installation into secondary containment tank. Secondary containment interstice shall be factory tested at 2 psig with internal and external inspection followed by a vacuum test at 6" Hg.
- c. The tank shall be shipped with the 6" Hg vacuum in the annular space and the vacuum test assembly in place.
- d. The manufacturer shall certify that all inspections and tests required by the manufacturer's Quality Assurance Program have been made and results of all such inspections and tests have been satisfactory.
- e. Gauging Table. Provide ITD with a manufacturer's Calibrated Tank Gauging Table.
- f. Warranty. Manufacturer's warranty shall name the State as the warrantee and register the warranty to the State of Idaho.
- g. Tank Testing. Notification: The designated ITD contact person shall be notified a minimum of 2 days in advance of any test and shall witness all tests, or waive the right to witness any of the tests in writing.
- h. Tank Pre-installation Pneumatic Test. The tank shall have been shipped from the manufacturer with 6 inches of mercury (Hg) vacuum in the annular space. The vacuum pressure shall be verified upon arrival of the tank at the site, just prior to installation and again after tank has been set and 3/4 backfilled.
- i. Approval of Pre-installation Tank Test: The designated ITD contact person will review the results of the pre-installation of the tank. Upon approval, the Contractor shall continue installation of the tank.

#### **2.3.6 Tank Specifications**

- a. All tanks installed under this specification shall be UL listed for the intended product.
- b. Fuel Tank Size. Size of tank shall meet all UL listing requirements. Total quantity of tank shall be 6000 gallons. Tank shall be split 2000 gallons gasoline, 4000 gallons biodiesel.
- c. Service Conditions. Buried in ground with 3 feet minimum cover.
- d. Underground Tank. Underground tank shall be steel double wall corrosion resistant Type II secondary containment composite construction with 360° containment or fiberglass equivalent. If fiberglass tanks are substituted, the



manufacturer's specifications will be followed.

- e. The primary and secondary storage tank shall be a welded carbon steel built in accordance with the last editions of UL Standard 58 specifications, tested and labeled accordingly. The steel wall thickness shall be as required by UL, ASME, API, NFPA 30, and UFC. In case of discrepancies, the most stringent shall apply.
- f. The exterior of steel primary storage tank shall be coated with a zinc rich coating prior to installation of the secondary tank.
- g. The secondary containment shall be steel with 100 mils of fiberglass reinforced polyester resin bonded to the outside of the secondary steel tank.
- h. The interstitial space between the primary and secondary containment shall be created by a high density polyethylene grid designed with high and low profile in order to allow fluid migration should a leak occur, or the interstitial space may be created by metal spacers between the two steel tanks.
- i. Tank shall be provided with a 1 1/2-inch threaded monitoring column which is connected to the interstitial space for the installation of a liquid leak monitoring system.
- j. Steel striker plates shall be welded inside each compartment of the tank under each opening.
- k. The inside of the tank shall be clean and free of any loose material, mill scale or debris.
- l. All appurtenances on underground storage tanks shall include nonmetallic bushings for isolation from the piping system. The threaded bushings shall be manufacturer's standard design.
- m. Underground storage tank shall be furnished complete with tie-down straps, manways and connections as specified per manufacturer.
- n. All tanks and anchors shall be designed to meet the following additional design criteria over and above that required for liquid containment:

Seismic Load	UBC Zone 3
Top Load for Personnel Access	50 psf minimum
- o. Lifting lugs shall be provided in sufficient number to accommodate lifting the specified tank. If additional threaded openings are required for lifting lugs outside the containment chambers, they shall be furnished with plugs and covers.
- p. Each tank or tank compartment, with a volume greater than or equal to 1000 gallons, shall have a 22-inch manway. The manway shall have the same chemical resistance as the tank and shall be furnished with all the necessary gaskets, compression rings, covers, and bolts.
- q. Each tank manway shall be fitted with a 42-inch containment sump with a cover, sized as shown on the drawings. The containment sump shall be the

manufacturer's standard and shall form a leak tight seal with the tank.

- r. The containment sump shall be constructed of polyethylene or reinforced fiberglass and come complete with necessary grommets in order to provide leak tight seals on piping exiting the containment chamber.
- s. The manway cover shall have four, 4-inch threaded NPT fittings.
- t. Provide a 4-inch female NPT fill pipe fitting for each compartment of tank.
- u. Tank shall come complete with a manufacturer's certificate, 30 year warranty against structural or corrosive failure, and a Calibrated Tank Gauging Table.

### **2.3.7 Unclassified Excavation**

All excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered. Make own estimate of the kind and extent of the various materials to be excavated in order to accomplish the work.

- a. Contractor's Responsibility for Utility Properties and Services. Where the Contractor's operations could cause damage or inconvenience to water or fire protection systems, telephone and electric services, and storm water system, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- b. The Contractor shall be solely and directly responsible to the State and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this contract. Neither the State nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- c. Shoring, Sheet piling, Bracing, and Sloping. Install and maintain shoring, sheet piling, bracing, and sloping necessary to support the sides of the excavation, to keep and to prevent any movement which may damage adjacent pavements, utilities, or structures, damage or delay the work, or endanger life and health. Install and maintain shoring, sheet piling, bracing and sloping as required by OSHA and other applicable Federal and State Regulations.
- d. Excavation Safety. The Contractor shall be solely responsible to retain excavation side slopes to ensure that workers in or near the excavation are protected. The excavation shall be barricaded when work is not in progress.
- e. Removal of Water. Provide and operate equipment adequate to keep all excavations and trenches free of water. Remove all water during periods when concrete is being deposited, during the placing of backfill, and at such other times as required for efficient and safe execution of the work. Avoid settlement or damage to adjacent property. Dispose of water in a manner that will not damage adjacent property and in accordance with applicable Codes and Regulations. When dewatering open excavations, dewater from outside the structural limits and from a point below the bottom of the excavation when possible. Design dewatering system to prevent removal of fines from existing ground.
- f. Subgrade Preparation for Foundation Slab, Anchors, or Deadmen. After completion of excavation, and prior to anchorage construction, the Contractor

and designated ITD contact person shall inspect the excavation surfaces to detect soft or loose zones. If soft or loose zones are found, excavate the soft or loose material to a depth as approved, then fill with granular backfill, compacted as specified for such material.

- g.** Preparations for Placing Backfill. Set tank and backfill around concrete structures only after the concrete has cured for 3 days. Remove all form materials and trash from the excavation before placing any backfill. Obtain the designated ITD contact person's acceptance for concrete work and attained strength prior to setting tank and backfilling.
- h.** Do not operate earth-moving equipment within 5 feet of walls of concrete structures for the purpose of depositing or compacting backfill material. Compact backfill adjacent to concrete slabs with hand-operated tampers or similar equipment that will not damage the structure.
- i.** Granular Backfill Under Slabs. Place hereinbefore specified granular backfill in previously excavated areas under slabs as required to provide stable slab bedding.
- j.** Backfill Under and Around Tanks. Place hereinbefore specified granular backfill in maximum 6-inch loose lift thickness and compact each lift with a vibration plate compactor. Bed tank on a minimum of 1 foot of granular backfill, then anchor tank as shown and specified.
- k.** After anchoring tank, place two, 12-inch lifts evenly around tanks. Backfill must be moved completely beneath tank bottom by carefully hand shoveling or "walking in" and tamping each lift to provide necessary support. A long handled, nonpointed, wooden probe can be used to penetrate backfill and move between all ribs and at points under end caps. Place three additional 12-inch lifts of backfill evenly around tank and repeat the probing of backfill.
- l.** After completion of the fifth lift, backfill can be compacted in 12-inch lifts to above top of tank without additional handwork.
- m.** Backfill above the top of tank to the required grade for the tank concrete surface slab with granular backfill.
- n.** Native Backfill around Structures. Place hereinbefore specified native backfill in all areas not designated to be granular backfill. Place native backfill in horizontal lifts of maximum 8-inch loose lift thickness and compact each lift. Stop backfill at specified grade or as required to match existing grade. Make allowance for concrete or asphalt pavement and sub-base, where pavement is required by the drawings.

### **2.3.8 Tank Installation**

Tank shall be installed in strict accordance with the manufacturer's specifications and instructions by a certified tank installer.

- a.** Before placing tank in the excavation, all foreign material shall be cleaned from the tank. Any coating damage shall be repaired at this time by following the manufacturer's specific instructions. The tank manufacturer shall be present on site during any necessary repair work.

- b. Tank shall be sloped downward toward the monitoring riser which is to be used at 1/8 inch per foot.
- c. After tank has been set in excavation on 1-foot layer of granular backfill, install tank tie-downs provided by tank manufacturer. Special care should be taken to ensure the tie-down does not damage the tank.
- d. Backfilling with granular backfill shall be done as specified to ensure the tank is fully and evenly supported around the bottom quadrant. The Contractor shall backfill from base of tank to top of tank with granular backfill.
- e. Prior to completion of the backfilling, all openings shall be inspected to ensure the dielectric bushings are intact.
- f. Tank Post-installation Precision Test. Following placement of the tank and the connected piping, the tank and piping shall be tank tightness tested. The test shall be capable of detecting a 0.1 gallon per hour leak rate from any portion of the tank system (complete tank and piping network). Other test procedures may be required by designated ITD contact person or local fire authority.
- g. If the test shows that the tank is not leaking, the installation shall be completed. If the tank fails the test, work shall be stopped until direction is given by the designated ITD contact person. The tank system testing shall show a tight tank.
- h. Approval of Tightness Test: The designated ITD contact person will review the results of the tank tightness test of the tank and piping systems. Upon approval, the Contractor shall complete any remaining finish work.
- i. Disposal of Excess Excavation. It shall be the responsibility of the Contractor to transport and dispose of excess or unsuitable uncontaminated materials on an ITD furnished or approved site. No separate payment will be made for the acquisition or operation of the site nor for loading or hauling of the materials to the site.
- j. Manufacturer's Certificate. The Contractor shall provide a certificate, signed by the tank manufacturer or his authorized representative, which states that the tank was installed in accordance with the manufacturer's instructions and to the manufacturer's satisfaction.
  - Forms. The Contractor shall have the following forms coordinated with the designated ITD contact person, completed and submitted within 20 days after tank installation.
    1. The Certification of Compliance Form.
    2. The PST System Tightness Testing Record.
    3. D.E.Q. Certification of Compliance & page 4 EPA form 7530-1.

### **2.3.9 Backfill Requirements**

- a. Granular Backfill: Cover coat material or anti-skid material.
- b. Native Backfill: Backfill shall consist of excavated material free from roots, organic matter, trash, debris, particles larger than 1 inch, contamination above regulatory limits and other deleterious material.

- c. Tank Fill. The tank fill line shall consist of 4-inch steel pipe length as required, tight fill adapter and locking cap, and fill tube with overfill protection. The pipe shall be wrapped with a 35 mil thick protective, Tapecoat CT, or equal, with manufacturer's recommended primer. Apply tape with 50 percent overlap.
- d. The tight fill adapter shall be OPW 633-T 61-AS and the cap shall be OPW 634-TT 62-TT or approved equal.
- e. The fill tube shall provide a shutoff when the tank is 95 percent full by utilizing a Veeder-Root 790091-001 overfill alarm (supplied by customer).
- f. The tank fill spill containment handway shall be cast iron or aluminum construction, with weather tight lid capable of carrying heavy wheel traffic, with valve to drain spillage back to the storage tank.
- g. Manhole. The manhole shall be 36-inch minimum heavy duty designed for heavy traffic of galvanized steel construction with 9-inch skirt. Manhole shall meet AASHTO M105 for Grey Iron Castings, Class No. 30.

### **2.3.10 PIPING FOR UNDERGROUND SYSTEM**

This item shall consist of the work necessary to furnish, install, and test the fuel and vent piping. Piping must comply with UL 567, Safety Standards for Pipe Connectors for Flammable Liquids and L.P. Gas.

- a. Contractor is responsible for making all piping connections.
- b. Like items of material provided hereunder shall be the end products of one manufacturer.
- c. Piping Accessories: All piping materials required for the installation of the piping systems specified herein including, but not limited to, expansion joints, flexible couplings, and fasteners.
- d. **Manufacturer's Services**  
The Contractor shall provide for and receive the services of a qualified manufacturer's representative for the piping containment systems. Manufacturer's Certificates of Proper Installation shall be received and acknowledged by the designated ITD contact person prior to startup. The representative shall be present at the job site 1 man-day for inspection of the installation of the assemblies, functional testing, and certification that the assemblies have been installed and tested in accordance with the manufacturer's recommendations.
- e. **Materials**  
All materials used in the fueling system which will be in contact with the fuel, shall be certified as suitable for use with the fuel.
- f. **Vertical Check Valve**  
The vertical check valve is to be used directly under the pump in the dispenser in order to comply with the EPA Underground Storage Tank Regulations.
  - f.1 The check valve shall have Viton seals and include a shear groove and thermal relief valve.
  - f.2 The valve shall be 1 1/2 inch OPW 70 or equal.
- g. **Flex-Connectors**

Flex-connectors shall be the same size as the adjoining pipe with length as required. Flex-connectors shall have teflon inner core and stainless steel outer braid.

**h. Pipe**

All buried fuel pipe shall be double wall pipe, which will consist of a 1 1/2-inch fiberglass carrier pipe and a containment pipe. Vent pipe shall be single wall pipe, and shall be the same as specified for the carrier pipe.

**h.1** Thread lubricant shall be minimal Teflon tape with pipe dope.

**h.2 Carrier Pipe:** The carrier pipe shall be antistatic fiberglass, UL approved for underground fuel systems. The pipe shall have a resin rich flexible liner and be rated at 300 psi.

**h.3** Pipe joints shall be adhesive, deep socket bell and spigot. The adhesive shall be UL approved and capable of curing at temperatures above 65°F without heating.

**i. Containment Pipe**

The containment pipe system shall consist of high density polyethylene containment pipe and flex pipe, Buna-N compression seals, test reducers, terminating reducers and series 300 stainless steel compression band clamps. The containment pipe shall be a minimum of 1-inch diameter larger than the carrier pipe and shall be so constructed as to completely contain all primary piping and flex-connectors from inside the tank containment sump to the check valve under the suction pump dispenser.

**j. Vent Cap** - The vent cap for biodiesel shall be 2-inch OPW 23. The vent cap for gasoline shall be a 2-inch pressure/vacuum cap, OPW 523 or approved equal.

**k. Pipe Trench Backfill Pipe Zone Backfill** - Pipe zone backfill shall be granular backfill as specified. The pipe zone shall extend from 6 inches below to 6 inches above the pipe.

**l. Backfill Above the Pipe Zone** - Backfill above the pipe zone shall be granular backfill.

**m. Pipe Preparation and Handling**

**m.1** Each pipe and fitting shall be carefully inspected before the exposed pipe or fitting is installed. The interior and exterior of any protective coating shall be inspected, and all damaged areas patched in the field with material provided by the piping manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.

**m.2** Use proper implements, tools, and facilities for the safe and proper protection of the pipe. Carefully handle pipe in such a manner as to avoid any physical damage to the pipe.

**n. Cutting Pipe.** Cut piping with a hand or power-operated pipe cutter as specified by pipe manufacturer.

- o. Dressing Cut Ends.** Dress cut ends of pipe in accordance with the type of joint to be made and manufacturer's instructions.
- p. Jointing Pipe**

  - p.1 Threaded Joints**
  - p.2** Threaded joints shall have all threads in compliance with ANSI B2.1. All male and female threads shall be cleaned before the joint is made. The pipe shall be reamed to full bore and teflon tape shall be applied to all male connections prior to assembly.
  - p.3** Where threaded couplings or nipples are welded to pipespools, the thread must be checked for fit and roundness after welding. Check the fitting by using a thread gauge. If not acceptable, chase the thread with a tap or die. Protect the threads as specified herein. Clean the threads with cutting oil and a suitable solvent.
  - p.4** Only strap wrenches shall be used for tightening the threaded plastic joints, and care shall be taken not to over tighten these fittings.
  - p.5** Installation of Insulating Flanges, Couplings, and Unions: Install insulating flanges, couplings, or unions wherever copper and ferrous metal piping are connected.
- q. Socket Joints**

  - g.1** Make up socket joints on FRP pipe in accordance with the manufacturer's instructions.
  - q.2** Keep joints that are to be made up clean and dry. Jointing of FRP pipe shall not be done if it is raining.
  - q.3** Provide proper cure time for glued socket joints. Heat the pipe and glue as recommended by the manufacturer and provide curing heat pads for each joint if the temperature is expected to fall below the minimum allowable temperature during the cure time.
  - q.4** Make up only the amount of adhesive that can be used in the recommended pot life time. Any mixed adhesive that has exceeded the recommended pot life shall be discarded.
- r. Installation of Buried Piping.** Buried piping locations are shown in the drawings. The Contractor shall verify the location of existing yard piping and utilities. Where interferences are encountered, the Contractor shall make necessary modifications to the piping indicated in the drawings.
- s. Locating Piping Interfaces:** The Contractor shall perform all necessary work required to determine the location and depth of bury of existing piping where possible interferences with proposed locations of new piping may exist.
- t. Pipe Trench Excavation:**

  - t.1** Excavate for the installation of piping, conduits, and appurtenances. All obstructions, such as tree roots, stumps, abandoned concrete

structures, and other foreign material of any type shall be removed.

- t.2** Minimum width of un-sheeted trenches or the minimum clear width of sheeted trenches in which pipe is to be laid shall be 8 inches greater than the distance between adjacent pipe centerlines and shall be independent of trench width. The maximum clear width at the top of the pipe or above the pipe will not be limited, except in cases where excess width of excavation would cause damage to adjacent structures.
- t.3** Carry the bottom of the trench to the line and grade as necessary for proper installation of piping. Allow for pipe thickness and for 6 inches of pipe base.
- t.4** Erect, maintain, and remove shoring, sheeting, and bracing as required by all Federal, State and Local Laws, Codes, and Ordinances.

**u. Laying Buried Pipe**

- u.1** All buried pipe shall be prepared as specified and shall be laid on the prepared base material and bedded to ensure uniform bearing. No pipe shall be laid in water or when, in the opinion of the Designated ITD contact person, trench conditions are unsuitable. Joints shall be made as herein specified and as required by the piping manufacturer. Take all precautions necessary to prevent uplift and floating of the pipe prior to backfilling.
- u.2** Do not deviate more than 1-inch from line or 1/4-inch from grade. Measure for grade at the pipe invert, not at the top of the pipe.
- u.3** Grade the bottom of the pipe trench by hand to the line and grade to which the pipe is to be laid, with proper allowance for pipe thickness and for gravel cushion when specified or indicated. Remove hard spots that would prevent a uniform thickness of bedding. Before laying each section of the pipe, check the grade with a straightedge and correct any irregularities found. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point, except that the grade may be disturbed for the removal of lifting tackle.
- u.4** Removal of Water: Provide and maintain ample means and devices at all times to remove and dispose of all water entering the trench during the process of pipe laying. The trench shall be kept dry until the pipe laying and jointing are completed.
- u.5** Provide a pipe base which shall consist of 6 inches of compacted Pipe Trench Backfill material as specified under MATERIALS.

**2.3.11 PIPE TRENCH BACKFILL**

- a.** Backfill the pipe zone for the full width of the trench with Pipe Trench Backfill as specified hereinbefore. Place the material in the trench in horizontal lifts not exceeding 6 inches loose thickness on both sides of the pipe. Thoroughly tamp and supplement by "walking in" the material. Use particular attention in placing material on the underside of the pipe to provide a solid backing and to prevent lateral movement during the final backfilling procedure.



- b.** Backfill above the top of pipe with a minimum of 6 inches of Pipe Trench Backfill. Push the backfill by mechanical means, first onto the slope of the backfill previously placed and allow to roll down into the trench. Under no circumstances allow sharp, heavy pieces of material to drop directly onto the pipe or the material in the pipe zone. Compact the backfill with a vibratory compactor.
- c.** Place backfill material above the pipe zone and compact to pipe manufacturers specifications. Backfill to finish grade or as required to allow for surface pavement.
- d.** Disposal of Excess Excavation. Dispose of all excess uncontaminated, excavated materials, not required for backfill or fills, outside of the area of work. Make arrangements for the disposal of the excavated material and bear all costs or retain any profit incidental to such disposal, to a waste site as approved by the designated ITD contact person.

### **2.3.12 TESTING OF PIPING**

- a.** When piping and other product-handling equipment is installed and before the backfill is placed, the piping shall be isolated from the tanks and subjected to a pipe tightness test. Other testing methods may be substituted if approved by the designated ITD contact person.
- b.** A pipe tightness test is an air pressure test of underground product-handling piping and associated valves and fittings that is conducted before the product is introduced and the piping is covered with backfill. A pipe tightness test is conducted as follows:
  - b.1** The piping to be tested is isolated and pressurized with compressed air to 150 percent of the maximum system operating pressure (or a minimum of 50 pounds per square inch gauge) for one hour.
  - b.2** All valves, fittings, and surfaces are coated with a soap solution and inspected for bubbles.
  - b.3** Leaks, as indicated by bubbles, are repaired and the piping is retested as necessary.
- c.** If the piping to be tested is installed and operational, a hydrostatic test of piping, as specified in NFPA 329, should be conducted. This test should be conducted with minimum exposure of personnel and without moving or disturbing the piping being tested. When the test is completed, the piping pressure and monitor-line pressure must be reduced during the remainder of construction to ensure that the lines are not damaged during backfilling and paving.
- d.** Approval of Tests: The designated ITD contact person will review the results of the tests of the piping systems. Upon approval, the Contractor shall complete backfilling the pipe trenches to subgrade and complete the pavement patching over the piping.
- e.** Excavation, backfill, valves, connectors, vent caps and pipe supports shall be included in the contract lump sum price for the project.

## **2.4 SUCTION TYPE FUEL DISPENSOR**

This item shall consist of the work necessary to install complete in place the fuel dispensing system listed herein and shown on the drawings.

### **2.4.1 Manufacturer's Services**

The Contractor shall provide for the services of a qualified manufacturer's representative for the fuel dispensing system. The representative will be present at the job site for the minimum time required for the services identified here under, travel time excluded:

- a. Installation of the assemblies, functional testing, and certification that the assemblies have been installed and tested in accordance with the manufacturer's recommendations.
- b. Training for State personnel in the operation and maintenance of the equipment.

**2.4.2 Materials.** All materials used in the fueling system which will be in contact with the fuel shall be certified as suitable for use with the fuel. All electrical hardware and services shall be designed and installed to meet the required codes.

**2.4.3 Suction Pump Dispenser.** The suction pump dispenser shall be CONTRACTOR SUPPLIED Gasboy Series 9153 for Underground systems.

## **2.5 CONDUIT AND ELECTRICAL**

This item shall consist of the work necessary to furnish, install conduit, electrical wiring and communication cable and test system.

**2.5.1** Contractor shall install conduit sufficient to accommodate all fuel site equipment functions plus two reserve conduit lines for future use.

**2.5.2** Contractor shall make all electrical and communication connections.

**2.5.3** Electrical wiring and conduit shall be installed in accordance with National Electrical Code (NEC) standards.

**2.5.4** Contractor shall install appropriate materials to maintain manufacturers warranty on all existing fuel site equipment components.

**2.5.5** Conduit and Electrical work shall be inspected by the district electrician prior to backfilling over conduit.

## **II PROPOSAL GUIDELINES**

### **1. Performance**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### **2. Bidding Requirements and Conditions**

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

### **3. Irregular Proposals**

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number is not inserted on the Signature Page.

### **4. Proposal Guaranty / Surety Bond Requirements**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

## **5. Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

## **6. Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **7. Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

## **8. Failure to Execute Contract**

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

## **9. Return of Proposal Guaranty**

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

## **10. Method of Contract Award**

The items listed are to be considered a package. Award will be “all or none” to the lowest total price. Depending on funding availability and at the Department’s discretion, certain work items may be completed by state forces.

# **III TERMS AND CONDITIONS**

## **1. Contract Term**

Work will be scheduled upon award of bid and will begin no later than 30 calendar days from close of bid. All items must be installed and functioning in the designated site no later than sixty (60) calendar days after work begins.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

## **2. Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

## **3. Changes**

The Department reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

## **4. Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **5. Compliance**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

## **6. Termination**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

## **7. Indemnification**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **8. Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage. A certificate of insurance will be required of the contractor selected.

- 1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

#### **Required Insurance:**

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

#### **Additional requirements:**

State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60)

days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

## **9. TITLE VI Assurances**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain



compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**ATTACHMENTS/FORMS/EXHIBITS**

FAX BACK

SIGNATURE PAGE

BID PROPOSAL

DOMICILE

CONTRACTORS AFFIDAVIT

SPECIAL PROVISIONS – STATE AID

BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST

EXHIBIT I – BID SCHEDULE, PLANS, MAPS AND SPECIFICATIONS

**INTENTION TO RESPOND**  
***No Fax Cover Sheet Is Required***

**FAX BACK: 208 334-8824**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

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BID CLOSING ON: October 2, 2006 @ 5:00 P.M.  
BID OPENING ON: October 3, 2006 @ 10:30 A.M.

**Please check all that apply**

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department

In compliance with your invitation for bids to be received **October 2, 2006 @ 5:00 P.M., and opened on October 3, 2006 @ 10:30 A.M.**, the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for removal of existing above ground storage tank and installation of underground storage tank as per the specifications contained in **Requisition Number J-001340**.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 15 days after the contract is presented for signature.**

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder agrees that if awarded the contract, work will commence **15** calendar days after contract award and be completed within **90 calendar days**. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Corporation:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

**THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one

of the partners in the partnership of \_\_\_\_\_

(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

P-3-B

Page 2 of 2

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

State of \_\_\_\_\_. County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared

(Notary Public)

\_\_\_\_\_, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.

(he/she/they)

\_\_\_\_\_

Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!**



**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that  
\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho

(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a

(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, Title 72,  
Chapter 17 and will maintain such program throughout the life of a state construction  
contract and that \_\_\_\_\_ shall subcontract work only to

(Contractor Name)

subcontractors meeting the requirements of Idaho Code, Section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- e. Withhold progress payments until it is determined that the contractor is found in compliance;
- f. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- g. Cancel or terminate the contract for cause;
- h. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**BIDDERS RESPONSIBILITY PAGE**

*PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.*

- 1) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 – Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - Affidavit of Alcohol and Drug Free Workplace Program
- 2) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4) Bidder must complete Bid Schedule
- 5) Bidder must complete Domicile Form
- 6) For the District 3 Roadside Mowing Bid, the bidder must provide the following:
  - Vendor names and model numbers for all devices used on the project
  - A Gantt chart showing the sequence of mowing must be provided prior to starting
- 7) Subcontractor form SC-1 – **as required per specifications**
- 8) A 5% Bidders Bond or Cashier's Check
- 9) **All Addenda** Must be Signed and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 10) **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

- 11) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 12) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>

RFB – REQUISITION # J-001340

**BID TAB**

**ORCHARD UNDERGROUND STORAGE TANK  
DISPENSER INSTALLATION AND FUEL EQUIPMENT RELOCATION**

***This Bid Tab must be completed and returned with the Signature Page for your bid to be considered.***

**ITEM 1** Equipment Removal \$ \_\_\_\_\_

**ITEM 2** Stationary UST Split Tank Install \$ \_\_\_\_\_

**ITEM 3** Backfill \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

1. Leonard Petroleum Equipment  
P. O. Box 2318  
Idaho Falls, ID 83403  
208.522.7547  
208.522.0660 - Fax
2. Leonard Petroleum Equipment  
P O Box 170219  
Boise, ID 83717  
208.336.1155  
208.384.1298 - Fax
3. Leonard Petroleum Equipment  
P O Box 1924  
1859 Highland Ave E  
Twin Falls, ID 83303  
208.733.8511  
208.736.0152 - Fax
4. Westech Fuel Equipment  
P.O. Box 57307  
195 W 3900 S  
Salt Lake City UT 84157  
800.433.8831  
801.261.4054 - Fax
5. Don's Service Station Equipment  
2601 N 15<sup>th</sup> E  
Idaho Falls, ID 83401  
208.529.4231  
208.529.2917 - Fax
6. Idaho Petroleum Equipment  
P O Box 8141  
5321 W Bloom  
Boise, ID 83707  
208.384.5800
7. Northwest Pump & Equipment  
6015 Valley Way  
Spokane, WA 98108  
206.622.8100  
206.622.9629 - Fax
8. Coeur D' Alene Service Station Equipment  
102 Poplar Ave  
Coeur D' Alene, ID 86814  
208.667.7414  
208.664.0861 - Fax



9. Dale's Service Inc.  
4111 Overland Rd  
Boise, ID 83705  
208.344.8607  
208.344.8649 - Fax
10. Petrol Services  
219 W 40<sup>th</sup> St  
Boise, ID 83714  
208.344.6483  
208.344.6495 - Fax